

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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KAO-SUNG LIU A/K/A K.S. LIU, and  
GINA HIU-HUNG LIU A/K/A HUI-HUNG  
SIE A/K/A GINA LIU,

Petitioners,

Case No.

-against-

HUGH MO, ESQ. and THE LAW FIRM OF  
HUGH H. MO, P.C.,

**PETITION TO  
COMPEL ARBITRATION**

Respondents.

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Petitioners Kao-Sun Liu a/k/a K.S. Liu (“KS Liu”) and Gina Hiu-Hung Liu a/k/a Hui-Hung Sie a/k/a Gina Liu (“Gina Liu”)(collectively “Petitioners”) pursuant to Section 4 of the United States Arbitration Act, 9 U.S.C. § 4, by their attorneys Dealy Silberstein & Braverman, LLP, as and for their petition to compel arbitration between KS and Gina Liu and Respondents Hugh Mo, Esq. and The Law Firm of Hugh H. Mo, P.C. allege as follows:

1. This is a legal malpractice claim. This Court has subject matter jurisdiction over this matter due to the diversity of citizenship of the parties, under 28 U.S.C. § 1332(a)(1). It is a dispute between citizens of different states and the amount in controversy exceeds \$75,000.
2. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b) because (1) Respondents reside in New York, New York, (2) the arbitration agreement sought to be compelled requires arbitration in New York City, (3) the arbitration agreement was negotiated and entered into in New York, New York.
3. Petitioners are domiciled in the state of Nevada.
4. On information and belief, Respondent Hugh Mo, Esq. is a resident of New York, is an attorney licensed to practice law in the state of New York and is the Principal and

Shareholder of Respondent The Law Firm of Hugh Mo, P.C., a New York professional corporation.

5. By letter dated May 3, 2011, Petitioners KS and Gina Liu retained Respondents Hugh Mo, Esq. and the Law Firm of Hugh H. Mo, P.C. (hereinafter the “Retainer”) to represent them in connection with a case entitled *Sang Lan v. AOL Time Warner, Inc., et al*, Docket No.: 11 CV 2870 (the “Litigation”). A copy of the Retainer is attached hereto as Exhibit A.

6. The Retainer contains an arbitration clause which expressly states: “In the event of a dispute over legal fees, you have the right to resolve the dispute through binding arbitration in New York City.”

7. On March 7, 2017 Petitioners issued a demand for arbitration pursuant to the Retainer. A copy of the March 7, 2017 letter is attached hereto as Exhibit B.

8. By letter dated March 8, 2017, Respondents refused to arbitrate the dispute despite the clear and unambiguous terms of the Retainer (drafted by the Respondents). A copy of the March 8, 2017 letter is attached hereto as Exhibit C.

9. 9 U.S.C. § 4 expressly provides:

A party aggrieved by the alleged failure, neglect, or refusal of another to arbitrate under a written agreement for arbitration may petition any United States district court which, save for such agreement, would have jurisdiction under title 28, in a civil action...for an order directing that such arbitration proceed in the manner provided for in such agreement. 9 U.S.C. § 4

#### **PRAYER FOR RELIEF**

WHEREFORE, Petitioners pray that the Court issue an order as follows:

1. Compelling the arbitration of all claims related to the Retainer to arbitration to be held in New York City in accordance with the Retainer;

2. Appointing an arbitrator and that this Court retain jurisdiction to enforce any arbitration award duly issued by the arbitrator in accordance with the underlying arbitration agreement.

3. That the Court grant any other relief in favor of Petitioners as may be just and proper.

Dated: March 27, 2017  
New York, New York

Respectfully submitted,

DEALY SILBERSTEIN &  
BRAVERMAN, LLP

By: 

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